

PORTRAIT PHOTOGRAPHY CONTRACT

The Photographer

The Client

Photoshoot Information

Date and Time :

Venue :

Client Preferences

Package	Price	Preference

Terms and Conditions

Article 1 - Parties

This **Portrait Photography Contract** (shall be referred as the "**Contract**" hereinafter) has been signed by and between _____ ("**Photographer**") and _____ ("**Client**") on _____.

Article 2 - Scope of the Service

The services offered by the Photographer are indicated on the first page of this Contract. The Client may prefer one or more packages from the list and scope of the service is limited to Client's preferences.

Apart from the selected package, the shooting service will be provided in any case. The shooting service includes make-up, costumes, venue design and refreshments. Transportation is not included in the shooting service.

If other packages are requested to be included under the Contract at a later date after the Contract is signed, the Photographer reserves the right to submit a new price offer for the package.

The Client notifies the photographer of the date they want the shooting to take place. If the Client does not pay the down payment after the Photographer's approval, the Client knows and accepts that the said date will not be considered as reserved for the Client.

Article 3 - Price and Payment

The total amount of packages requested by the Client is _____. In addition, _____ will be paid as service fee. In this case, the total amount to be paid under this contract is _____.

The Client pays _____ as down payment within 3 days following the signing of the contract. The reservation of the specified date for the customer is subject to the payment of this amount.

Article 6 - Intellectual Property Rights

With the delivery of the printed and digital products, the Photographer transfers all copyright and intellectual property rights on the photographs to the Client. The Photographer cannot sell these photos, subject them to advertising and marketing activities, share them with third parties, publish them or subject them to any other action at any time after the shooting.

All rights on the photographs belong exclusively to the Client. Even the termination of the contract for any reason and the Photographer's position as a creditor does not give the Photographer the authority to dispose of these photographs.

Article 7 - Delivery

Regardless of the content of the selected package(s), all of the products in the package are delivered to the Client with the physical copies and digital copies on _____ at the latest, after the necessary procedures have been completed.

The raw version of the photographs are not shared with the Client in the print version. However, if the Client requests a copy of the raw photos, the digital copy can be shared. This copy is delivered to the Client within a week following the request. The Photographer can send all the shooting photos or refrain from sending a certain part if he sees fit.

Article 8 - Marketing Purposes

It is possible to use the photographs taken by the Photographer in its social media accounts for marketing purposes. If the Client does not want his/her photos to be shared, he/she is obliged to notify this in writing. The Client may request that her name be hidden at any time in the shared post.

However, the Photographer is prohibited from using the photographs taken for commercial purposes. The Photographer cannot sell the photographs taken, use them in advertising activities, and cannot derive benefit itself or on behalf of third parties by using the photographs.

Article 9 - Miscellaneous Provisions

- **Entire Agreement** - This document contains the entire agreement and full understanding between Photographer and Client. It supersedes all prior and contemporaneous agreement between the parties.
- **Non-waiver** - Failure by parties to exercise any provision, right or portion of this agreement or enforce any portion of this agreement shall not be deemed a waiver of any right contained in this agreement.
- **Notifications** - Any notifications to be sent under this Agreement shall be in written form and delivered to the other party via personal delivery or sent to the addresses indicated in the first page of this Contract.

- **Separability** - If any of the clauses of this Contract is found to be invalid, illegal, or unenforceable, the parties desire that the remainder of the agreement, other than the provision determined to be unenforceable, remain in full force and effect.
- **Governing Law** - The agreement shall be governed by and construed in accordance with the laws of the State of _____ . Any lawsuit shall be filed in _____ (City), _____ (State).

The Photographer

The Client



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